
TERMS AND CONDITIONS

TRADING AGREEMENT

These pages contain information on the terms and conditions for purchases from Bellagio Asia Ltd. Please read this agreement carefully, because by trading with Bellagio Asia you agree to abide by its terms and conditions. We reserve the right to change the terms from time to time and any change will be effective from the day of posting, so please refer to this page periodically. All orders are subject to our full terms and conditions

PRICING

Prices are quoted in USD unless otherwise stated. All prices quoted are FOB to the port of manufacture. All price quotes are valid for a period of 30 days from the date of quotation. If an order is not confirmed within 30 days, Bellagio Asia Ltd. reserves the right to alter pricing at anytime after the 30 day period. Prices of confirmed orders will be valid for the duration of that order. Prices for repeat orders will be subject to revision upon a US Dollar depreciation to the Chinese Yuan (RMB) of 2% or more

ORDERS

All orders placed by you will only be placed in production after a 30% deposit has been paid into our nominated bank account, or Letter of Credit (LC) opened in our name for the full amount of the order. If orders are not confirmed within 30 days from receipt, your order will no longer be valid and a new quotation will be required. All orders shall specify a requested shipment schedule and delivery destination and shall be subject to the confirmation of Bellagio Asia Ltd. Order Cancellations: Any orders accepted and cancelled after production begins will be charged a 50% cancellation fee. Any other changes to an order or re-scheduling to an accepted order must be mutually agreed upon by both parties in writing and may incur additional fees.

PAYMENTS

Bellagio Asia Ltd. reserves the right to alter payment terms, delay shipment, or withhold delivery based upon your payment history and financial condition. If you fail to pay or your financial situation becomes impaired or unsatisfactory, Bellagio Asia Ltd. may require you to provide full payment and may withhold further deliveries until such time as full payment is received. Any amount payable by you that remains unpaid after the due date will be subject to a late charge equal to the lesser of three percent per month or the maximum rate allowable by law until such time as the full amount is paid. You will also be liable for reimbursement of reasonable legal fees and any other costs associated with collecting delinquent payments.

MINIMUM ORDER QUANTITIES (MOQ's)

Orders will only be accepted based on our MOQ's and based on full container quantities. Any mixed containers will require an additional two (2) weeks production time. Mixing more than 4 items in a container may also incur additional fees.

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SHIPPING & HANDLING

Bellagio Asia Ltd. will use commercially reasonable effort to communicate the most current and accurate product delivery information and make every effort to ship your goods on the date as requested on the quotation. In the event that this date changes for any reason, we will notify you promptly. Delivery dates are estimates only, and Bellagio Asia Ltd. will not be liable for any expenses incurred by you if Bellagio Asia Ltd. fails to meet your specified delivery dates. All goods will be packed in a manner fitting the item as determined by Bellagio Asia Ltd., unless otherwise requested by you and agreed in writing by Bellagio Asia Ltd. You (The buyer), will be responsible for overseas transportation, insurance, customs fees and clearance, import duties, and taxes relevant to the country of destination. The Bellagio Asia Ltd. pro forma invoice serves as the Bill of Sale for all orders. All prices quoted are FOB to the port of manufacture. If for any reason you wish to delay shipping of completed orders at port, this may incur demurrage costs by the freight forwards and will be at your expense. Bellagio Asia Ltd. will not keep stock of completed orders for more than two weeks after the completion date. If the shipment of a completed order is delayed for over 2 weeks, you will be subject to a storage fee per week of up to 1% of the total value of the order.

PRODUCT CLAIMS & REFUNDS

Product claims are only accepted for products with defects in materials or workmanship, or where Bellagio Asia Ltd. has made a mistake in fulfilling your order correctly. Product 'Defects' are only defined as imperfections in materials and workmanship that will hinder the use of the product or item. Products made of natural materials such as linen, cotton, leathers, etc. shall not be considered defective due to variations in color or texture. You should inspect all deliveries immediately upon arrival. All deliveries by Bellagio Asia Ltd. are considered delivered in full and to be in good condition, unless they are reported defective or delivered in error within 15 days of receipt at the shipping address on the order. All claims must be filed according to Bellagio Asia's claim procedures and must be accompanied with clear, detailed pictures of each item's defective area, the entire item itself, and the item's original box with carton marks clearly legible. Following proper investigation by Bellagio Asia Ltd., a credit authorization will be issued to you for any goods deemed faulty, short delivered or delivered in error. No claim will be considered that is less than 3% of the total order.

LAW

This Contract shall be governed by the law of Hong Kong and any dispute, question or remedy howsoever arising determined exclusively by the Courts of Hong Kong